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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

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|------------------------|--|
| Proceeding | 94002550 |
| Party | Applicant Community Tampa Bay, Inc. |
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| Signature | /kpc/ |
| Date | 02/11/2014 |
| Attachments | Applicants Brief Showing Entitlement to Registration.pdf(384264 bytes) |

COMMUNITY TAMPA BAY, INC.,
Plaintiff-Applicant

THE NATIONAL CONFERENCE FOR
COMMUNITY AND JUSTICE OF THE
PIEDMONT TRIAD, INC.,
Defendant-User

) Concurrent Use No. 94002550

) Mark: ANYTOWN

) Serial No. 85/488,380

THE NATIONAL CONFERENCE FOR
COMMUNITY AND JUSTICE
CONNECTICUT/WESTERN MASSACHUSETTS,
INC.,
Defendant-User

THE INTERFAITH COUNCIL OF SOUTHERN
NEVADA,
Defendant-User

VALLEY OF THE SUN YMCA,
Defendant-User

OASIS CENTER,
Defendant-User

YWCA CENTRAL ALABAMA,
Defendant-User

NATIONAL CONFERENCE FOR COMMUNITY

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| AND JUSTICE OF GREATER DAYTON, |) |
| Defendant-User |) |
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| OKLAHOMA CENTER FOR COMMUNITY AND |) |
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| AND JUSTICE, |) |
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| INCLUSION CENTER, |) |
| Defendant-User |) |
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| NATIONAL CONFERENCE FOR COMMUNITY AND |) |
| JUSTICE OF METROPOLITAN ST. LOUIS, |) |
| Defendant-User |) |
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**APPLICANT'S BRIEF SHOWING ITS ENTITLEMENT TO REGISTRATION
OF ITS CONCURRENT USE APPLICATION**

Pursuant to TBMP §1107 and in response to the Board's Order dated November 14, 2013, Applicant Community Tampa Bay, Inc., hereby submits this brief showing its entitlement to the registration of its concurrent use application, Serial No. 85/488380. For the reasons set forth herein, Applicant is entitled to a concurrent use registration because there is no likelihood of confusion between Applicant's use of ANYTOWN and the defendant-users' use of their marks.

PROCEDURAL BACKGROUND

On December 6, 2011, Applicant filed an application for concurrent use registration of the mark ANYTOWN for “educational services, namely conducting classes, seminars, dialogue groups and workshops and facilitating participation in service learning events all in the fields of inclusive leadership training, diversity and sensitivity education and training, conflict mediation, advocacy and communication skill building, and distribution of course materials in connection therewith,” Serial No. 85/488380 (the “Application”). The Application includes a date of first use of at least as early as July 21, 2005.

The Application named common law users The National Conference for Community and Justice of the Piedmont Triad, Inc., The National Conference for Community and Justice Connecticut/Western Massachusetts, Inc., The Interfaith Council of Southern Nevada, Valley of the Sun YMCA, Oasis Center, YWCA Central Alabama, National Conference for Community and Justice of Greater Dayton, Oklahoma Center for Community and Justice, and New Orleans Council for Community and Justice as the exceptions to Applicant’s claim of exclusive right to use the mark in commerce.

The Board instituted this proceeding on September 14, 2012. In a motion dated October 23, 2012, Applicant added the Inclusion Center and National Conference for Community and Justice of Metropolitan St. Louis as additional common law excepted users. The Board granted this Motion in its Order dated July 2, 2013. The following is a summary of the Answers filed and current status of each of the named common law excepted users:

| Common Law Excepted User | Date Added as Party | Answer Filed | Excepted Territory |
|---|--|---|---|
| The National Conference for Community and Justice of the Piedmont Triad, Inc. | December 6, 2011; identified in Application. | Stipulated Joint Motion to Amend Application to exclude additional territories filed on December 14, 2012 and granted | North Carolina and Chester County, Chesterfield County, Lancaster County, |

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| | | on July 2, 2013. In Board Order dated November 14, 2013, the Board recognized that the stipulation is in the nature of a settlement and vacated the prior entry of judgment against this common law excepted user. | and York County, South Carolina |
| The National Conference for Community and Justice Connecticut/Western Massachusetts, Inc. | December 6, 2011; identified in Application. | Stipulated Joint Motion to Amend Application to exclude additional territories filed on October 22, 2012 and granted on July 2, 2013. In Board Order dated November 14, 2013, the Board recognized that the stipulation is in the nature of a settlement and vacated the prior entry of judgment against this common law excepted user. | Connecticut, Massachusetts, Rhode Island, Maine, New Hampshire, Vermont |
| The Interfaith Council of Southern Nevada | December 6, 2011; identified in Application. | No Answer filed; Board entered Default Judgment against party in Order dated July 2, 2013. | Nevada |
| Valley of the Sun YMCA | December 6, 2011; identified in Application. | No Answer filed; Board entered Default Judgment against party in Order dated July 2, 2013. | Arizona |
| Oasis Center | December 6, 2011; identified in Application. | No Answer filed; Board entered Default Judgment against party in Order dated July 2, 2013. | Tennessee |
| YWCA Central Alabama | December 6, 2011; identified in Application. | Filed Answer on October 23, 2012 admitting that its territory of use is the state of Alabama, as alleged in the Application. | Alabama |
| National Conference for Community and Justice of Greater Dayton | December 6, 2011; identified in Application. | No Answer filed; Board entered Default Judgment against party in Order dated July 2, 2013. | Ohio |
| Oklahoma Center for Community and Justice | December 6, 2011; identified in Application. | No Answer filed; Board entered Default Judgment against party in Order dated July 2, 2013. | Oklahoma |
| New Orleans Council for Community and Justice | December 6, 2011; identified in Application. | No Answer filed; Board entered Default Judgment against party in Order dated July 2, 2013. | Louisiana |
| Inclusion Center | July 2, 2013; by Board Order granting Applicant's October 23, 2012 Motion to Amend. | No Answer filed; Board entered Default Judgment against party in Order dated November 14, 2013 | Utah |
| National Conference for Community and Justice of Metropolitan St. Louis | July 2, 2013; by Board Order granting Applicant's October 23, 2012 Motion to Amend. | Stipulated Joint Motion to Amend Application to exclude additional territories filed on September 9, 2013 and granted on November 14, 2013. In Board Order dated November 14, 2013, the Board recognized that the stipulation is in the nature of a settlement. | Missouri and Illinois |

Each named common law excepted user has (1) answered the concurrent use application by acknowledging that its territory of use is as set forth in the application (Alabama), (2) stipulated to the territories set forth in the application, as amended (The National Conference for Community and Justice of the Piedmont Triad, Inc., The National Conference for Community and Justice Connecticut/Western Massachusetts, Inc., and National Conference for Community and Justice of Metropolitan St. Louis) or (3) defaulted by failing to file answers to the proceeding (The Interfaith Council of Southern Nevada, Valley of the Sun YMCA, Oasis Center, National Conference for Community and Justice of Greater Dayton, Oklahoma Center for Community and Justice, New Orleans Council for Community and Justice, and Inclusion Center). Per TBMP § 1107, those parties against whom default judgment has been entered are precluded from claiming any right more extensive than that acknowledged in the involved concurrent use application.

The Board has afforded Applicant ninety (90) days to make an *ex parte* showing of its entitlement to the registration of its concurrent use application.

LEGAL STANDARD

Under 37 C.F.R. §2.99(e), an applicant for a concurrent use registration has the burden of providing entitlement thereto. The Board Order dated November 14, 2013 stated that Applicant may prove its entitlement by making an *ex parte* showing. That is, the Applicant has the right to prove its entitlement to registration by less formal procedures (such as by the submission of affidavit evidence) than those normally required for the introduction of evidence in an *inter partes* proceeding. *See* TBMP §1108.

The TBMP cites to *Precision Tune Inc. v. Precision Auto-Tune Inc.*, 4 USPQ2d 1095, 1096 (TTAB 1987) as an example of the type of evidence that may be submitted in an *ex parte* showing of proof of entitlement to concurrent registration. In *Precision Tune*, the applicant

submitted an affidavit from its senior vice president and general counsel averring that the common law excepted users operated in areas geographically remote from areas where the applicant was likely to operate, that applicant would not operate or advertise in those areas as long as the common law excepted users continue to use their marks in connection with the identified services, and that if the applicant encountered any actual confusion, it would cooperate reasonably with the user in order to avoid such confusion in the future. The Board found the affidavit sufficient to make a *prima facie* showing that the concurrent use of the marks was not likely to lead to confusion, mistake, or deception. The concurrent use registration was granted.

ARGUMENT

Applicant is entitled to concurrent registration of the mark ANYTOWN because its concurrent use of its mark is not likely to lead to confusion, mistake or deception as to any of the named excepted users for the reasons set forth below.

The common law excepted users operate in areas geographically remote from the areas where Applicant operates now or is likely to operate in the future. Applicant has not, to date, offered its ANYTOWN services in the excluded states of North Carolina, Connecticut, Massachusetts, Rhode Island, Maine, New Hampshire, Vermont, Nevada, Arizona, Tennessee, Alabama, Ohio, Oklahoma, Louisiana, Utah, Missouri or Illinois, or the South Carolina counties of Chester, Chesterfield, Lancaster, or York (the “excluded territories”). Declaration of Jessica Estevez, Director of Programs, Community Tampa Bay, Inc. (“Estevez Decl”), ¶ 3-4. Going forward, Applicant will not use its ANYTOWN mark in any excluded territory unless and until the relevant common law excepted user has ceased its use of ANYTOWN in that area. Declaration of Lance Lansrud, Chair of the Board of Trustees, Community Tampa Bay, Inc. (“Lansrud Decl”), ¶ 3-4. Through their Answers, stipulations, or by virtue of default judgment

entered against them, the common law users are presumed to offer their services only in the territories designated to them in this Application. Therefore, Applicant operates only in areas geographically remote from each of the common law excepted users.

Applicant has taken a number of precautions to ensure that its use of ANYTOWN will not extend to the excluded territories in the future. Specifically, Applicant's Board of Trustees has passed a corporate resolution that it will not use the ANYTOWN mark in the excluded territories. Lansrud Decl. ¶ 5 This policy will be included in the company's policy handbook. *Id.* Applicant's new employee orientation process will also include training regarding the territories in which Applicant may and may not use the ANYTOWN mark. Lansrud Decl. ¶ 6.

Applicant has not and will not target any advertisements for its ANYTOWN services to the excluded territories. Lansrud Decl. ¶ 7. Applicant's primary means of advertisement is through word of mouth. Lansrud Decl. ¶ 8. Applicant occasionally advertises through local newspaper columns or local television programs, as well. *Id.* These means of advertising are geographically specific and are not likely to extend into the excluded territories. While Applicant provides information about its ANYTOWN services on the Internet through its website and social media platforms nothing in these advertisements specifically targets the excluded territories. Lansrud Decl. ¶ 9. Moreover, Applicant is in the process of updating its website to include a disclaimer that it does not operate in the excluded territories. *Id.* To the extent there is any potential overlap in advertising by virtue of Applicant's services being advertised online, the Board has previously held that overlapping advertising and customer solicitation does not require a determination that there is a likelihood of confusion. *CDS, Inc. v I.C.E.D. Management, Inc.*, 2006 TTAB LEXIS *33 (TTAB 2006) (the "creation of the Internet has [not] rendered the concurrent use provision of the Trademark Act moot"). Therefore,

Applicant has and will continue to advertise its services in geographic areas that are distinct and non-overlapping with those in which the common law excepted users advertise their services.

Although Applicant may offer its services in states contiguous to the excluded territories, such use is not likely to cause confusion. Applicant's ANYTOWN program consists of a residential youth leadership and diversity education camp for teens. Estevez Decl ¶ 5. Each camp's program and curriculum is regionally focused. Estevez Decl ¶ 6. The curriculum is designed to address diversity issues specific to a particular location based on the demographics and needs of the local community. *Id.* To Applicant's knowledge, the defendant-users' camps are also focused on and targeted to the needs of the specific community in which each organization is located. Estevez Decl ¶ 7. As such, even though Applicant may offer a camp in a state contiguous to a state where a defendant-user offers a camps, the respective parties' services are uniquely local and geographically-specific such that the same consumers are not likely to be exposed to Applicant's mark and the marks of the defendant-users.

Moreover, the relevant customers exercise a very high degree of care in selecting Applicant's services which further obviates any likelihood of confusion. "Generally, in assessing the likelihood of confusion to the public, the standard used by the court is the typical buyer exercising ordinary caution. However, ...when services are expensive or unusual, the buyer can be expected to exercise greater care in her purchases. When services are sold to such buyers, other things being equal, there is less likelihood of confusion." *Daddy's Junky Music Stores, Inc. v. Big Daddy's Family MusicCenter*, 109 F.3d 275, 285 (6th Cir. 1997). Applicant's ANYTOWN program consists of a residential 5 day, 4 night youth leadership and diversity education camp for teens aged 14-18. Estevez Decl ¶ 5. Participants are recruited from high schools and youth-focused organizations. Estevez Decl ¶ 8. Applicant does not recruit from high schools or

organizations based in the excluded territories. *Id.* Parents or guardians must give permission for any youth under the age of 18 to apply to Applicant's program. Estevez Decl ¶ 9. Once an application has been submitted, Applicant then speaks with each youth by phone to acknowledge receipt of his or her application and to request any missing information. Estevez Decl ¶ 10. Applicant personally calls each youth who has been accepted to the program to let them know that they have been accepted and to arrange for payment or scholarships for the camp. Estevez Decl ¶ 11. The participants then receive an Acceptance Packet which includes a congratulations letter, bus schedule, community night invitation for parents, packing list and additional training dates throughout the year. Estevez Decl ¶ 12. Two weeks before the camp begins each participant is called once again by an employee or volunteer of Applicant to go over additional information. Estevez Decl ¶ 13.

As demonstrated by the foregoing, there is a lengthy and detailed process through which the relevant customers purchase Applicant's services. This process includes a detailed application, parental consent, several one-on-one telephone calls between Applicant and its customers, and a significant exchange of information. Given the length and formality of the application process, customers can only purchase Applicant's ANYTOWN services after careful consideration and multiple opportunities to interact directly with Applicant. Further, for participants under the age of 18, a parent must provide consent. A parent entrusting his or her child to an overnight camp can be expected to exercise a high degree of care. *See, e.g., Ignition Athletic Performance Group, LLC v Hantz Soccer USA LLC*, 2007 WL 2258839 (E.D. Mich. 2007) (holding that ordinary buyers are expected to exercise a high degree of care when considering a residential youth camp). A similar degree of care can be expected for purchasers of

the services offered by the common law excepted users who also offer residential youth camps. Under these circumstances, confusion as to the source of the services is highly unlikely.

Upon information and belief, Applicant's use of ANYTOWN has coexisted with the common law excepted users' uses of ANYTOWN since at least as early as July 2005, a period of approximately eight and a half (8.5) years. Lansrud Decl. ¶ 10. Applicant is not aware of any instance of consumer confusion between its ANYTOWN services and the services offered by any of the common law excepted users. Estevez Decl ¶ 14. This long period of peaceful coexistence without any instances of actual confusion suggests that confusion is not likely to occur in the future. In the unlikely event that Applicant encounters any actual confusion, Applicant will cooperate reasonably with the appropriate common law excepted users to remedy the confusion and to take steps to avoid such confusion in the future. Lansrud Decl. ¶ 11.

CONCLUSION

For all the reasons outlined above, Applicant has met its burden of showing entitlement to a concurrent use registration. The Lansrud and Estevez declarations provide precisely the type of proof recognized by the TBMP and the Board as sufficient to satisfy an applicant's burden of showing entitlement to a concurrent use registration, including verification that (1) Applicant operates in different geographic areas than the common law excepted users, (2) Applicant does not and will not offer its services in the territories in which the common law users use their marks unless and until the common law users cease use of their marks, (3) Applicant does not and will not advertise its services in the territories in which the common law users use their marks and is taking steps to include geographic limits on its Internet advertising through the use of a disclaimer, (4) the relevant customers are likely to exercise a high degree of care in purchasing Applicant's services and the services of the common law users, (5) Applicant's use of

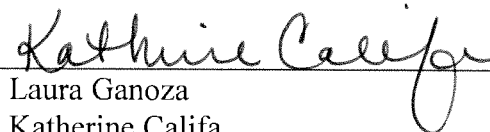
its mark has coexisted with the common law excepted users' use of their marks for at least eight and a half years without any known instances of confusion, and, (6) if there is any confusion in the future, Applicant will cooperate reasonably with the other parties to correct the confusion and take steps to avoid any further confusion. Accordingly, Applicant requests that its application for concurrent use registration be granted.

PROOF OF SERVICE

Judgment by default has been entered against The Interfaith Council of Southern Nevada, Valley of the Sun YMCA, Oasis Center, National Conference for Community and Justice of Greater Dayton, Oklahoma Center for Community and Justice, New Orleans Council for Community and Justice, and Inclusion Center. Per TBMP §1107, Plaintiff-Applicant is not required to serve copies of this Brief on these parties. Applicant is required to serve copies of this Brief on the remaining parties, the National Conference for Community and Justice of the Piedmont Triad, Inc., The National Conference for Community and Justice Connecticut/Western Massachusetts, Inc., YWCA Central Alabama, and National Conference for Community and Justice of Metropolitan St. Louis. The attached Certificate of Service verifies that this Brief has been served on the appropriate parties.

Respectfully submitted,

FOLEY & LARDNER LLP



Laura Ganoza

Katherine Califa

One Biscayne Tower, Suite 1900

2 South Biscayne Blvd

Miami, FL 33131-1806

Attorneys for Plaintiff-Applicant

Date: February 11, 2014

DECLARATION OF JESSICA ESTEVEZ

COMMUNITY TAMPA BAY, INC.,
Plaintiff-Applicant

THE NATIONAL CONFERENCE FOR
COMMUNITY AND JUSTICE OF THE
PIEDMONT TRIAD, INC.,
Defendant-User

Mark: ANYTOWN

Serial No. 85/488,380

THE NATIONAL CONFERENCE FOR
COMMUNITY AND JUSTICE
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OASIS CENTER,
Defendant-User

YWCA CENTRAL ALABAMA,
Defendant-User

NATIONAL CONFERENCE FOR COMMUNITY
AND JUSTICE OF GREATER DAYTON,

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| NATIONAL CONFERENCE FOR COMMUNITY AND |) |
| JUSTICE OF METROPOLITAN ST. LOUIS, |) |
| Defendant-User |) |
| |) |

DECLARATION OF JESSICA ESTÉVEZ

I, the undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declare that:

1. My name is Jessica Estévez. I am the Director of Programs of Community Tampa Bay, Inc. (the "Applicant"). I have been Director of Programs at Community Tampa Bay since November 2005.

2. This Declaration is submitted in connection with *Applicant's Brief Showing Its Entitlement to Registration of its Concurrent Use Application* for the trademark ANYTOWN.
3. I am aware that other parties, referred to as "common law excepted users," have used ANYTOWN in the following territories and therefore these territories are excluded from Applicant's U.S. trademark application for ANYTOWN: North Carolina, the South Carolina counties of Chester, Chesterfield, Lancaster, and York, Connecticut, Massachusetts, Rhode Island, Maine, New Hampshire, Vermont, Nevada, Arizona, Tennessee, Alabama, Ohio, Oklahoma, Louisiana, Utah, Missouri, and Illinois. These territories are referred to as the "excluded territories."
4. Applicant has not, to date, offered its ANYTOWN services in the excluded territories.
5. Applicant's ANYTOWN service consists of an annual residential 5 day, 4 night youth leadership and diversity education camp for teens aged 14-18.
6. The program and curriculum of Applicant's ANYTOWN camps are regionally focused. The curriculum is designed to address diversity issues specific to a particular location based on the demographics and needs of the local community.
7. To my knowledge, the camps provided by the other users of ANYTOWN are also focused on and targeted to the needs of the specific community in which each organization is located.
8. Participants in the ANYTOWN program are recruited from local high schools and youth-focused organizations. Applicant does not recruit participants from high schools or organizations in the excluded territories.

9. Parents or guardians must give permission for any youth under the age of 18 to apply to Applicant's ANYTOWN program.
10. Once an application has been submitted, Applicant then speaks with each youth by phone to acknowledge receipt of his or her application and to request any missing information.
11. Applicant personally calls each youth who has been accepted to the program to let them know that they have been accepted and to arrange for payment or scholarships for the camp.
12. Accepted participants receive an Acceptance Packet which includes a congratulations letter, bus schedule, community night invitation for parents, packing list and additional training dates throughout the year.
13. Two weeks before the camp begins each participant is called once again by an employee or volunteer of Applicant to go over additional information.
14. Applicant is not aware of any instance of consumer confusion between Applicant's ANYTOWN services and the services offered by any of the common law excepted users.
15. All statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true.

Signed: Jessica Estévez

Name: Jessica Estévez

Title: Director of Programs, Community Tampa Bay, Inc.

Date: 2/11/2014

DECLARATION OF LANCE LANSRUD

COMMUNITY TAMPA BAY, INC.,
Plaintiff-Applicant

THE NATIONAL CONFERENCE FOR
COMMUNITY AND JUSTICE OF THE
PIEDMONT TRIAD, INC.,
Defendant-User

Mark: ANYTOWN

THE NATIONAL CONFERENCE FOR
COMMUNITY AND JUSTICE
CONNECTICUT/WESTERN MASSACHUSETTS,
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THE INTERFAITH COUNCIL OF SOUTHERN
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YWCA CENTRAL ALABAMA,
Defendant-User

NATIONAL CONFERENCE FOR COMMUNITY
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| NATIONAL CONFERENCE FOR COMMUNITY AND |) |
| JUSTICE OF METROPOLITAN ST. LOUIS, |) |
| Defendant-User |) |
| |) |

DECLARATION OF LANCE LANSRUD

I, the undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declare that:

1. My name is Lance Lansrud. I am the Chair of the Board of Trustees of Community Tampa Bay, Inc. (the "Applicant"). I have been Chair of the Board of Trustees since 2012. I have been involved with Community Tampa Bay in various other capacities since 1996.

2. This Declaration is submitted in connection with *Applicant's Brief Showing Its Entitlement to Registration of its Concurrent Use Application* for the trademark ANYTOWN.

3. I am aware that other parties, referred to as "common law excepted users," have used ANYTOWN in the following territories and therefore these territories are excluded from Applicant's U.S. trademark application for ANYTOWN: North Carolina, the South Carolina counties of Chester, Chesterfield, Lancaster, and York, Connecticut, Massachusetts, Rhode Island, Maine, New Hampshire, Vermont, Nevada, Arizona, Tennessee, Alabama, Ohio, Oklahoma, Louisiana, Utah, Missouri, and Illinois. These territories are referred to as the "excluded territories."

4. Applicant will not use its ANYTOWN mark in any excluded territory unless and until the relevant common law excepted user has ceased use of its ANYTOWN mark in that area.

5. Applicant has passed a corporate policy, approved by its Board of Trustees, that it will not use the ANYTOWN mark in the excluded territories. This policy will be included in the company's policy handbook.

6. Applicant's new employee orientation process will also include training regarding the territories in which Applicant may and may not use the ANYTOWN mark.

7. Applicant has not and will not target any advertisements for its ANYTOWN services to the excluded territories.

8. Applicant's primary means of advertisement is through word of mouth, although Applicant occasionally advertises through local newspaper columns or local television programs, as well.

9. Applicant provides information about its ANYTOWN services on the Internet, through its website and social media platforms. Nothing in these advertisements specifically target the excluded territories. Applicant is in the process of updating its website to include a disclaimer that it does not operate in the excluded territories.

10. Upon information and belief, Applicant's use of ANYTOWN has coexisted with the common law excepted users' uses of ANYTOWN since at least as early as July 2005, a period of approximately eight and a half (8.5) years.

11. Applicant will cooperate reasonably with the appropriate common law excepted user(s) to remedy any confusion that may occur in the future and to take steps to prevent such confusion from reoccurring.

12. All statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true.

Signed: 

Name: Lance Lansrud

Title: Board Chair, Community Tampa Bay, Inc.

Date: 2/11/14

CERTIFICATE OF SERVICE

I hereby certify that on February 11, 2014, a true and correct copy of the APPLICANT'S BRIEF SHOWING ITS ENTITLEMENT TO REGISTRATION OF ITS CONCURRENT USE APPLICATION was served by first-class mail, postage prepaid, on each non-defaulted Defendant-User at the following addresses:

THE NATIONAL CONFERENCE FOR COMMUNITY AND JUSTICE
CONNECTICUT/WESTERN MASSACHUSETTS, INC.
1095 DAY HILL ROAD
WINDSOR, CT 06095

THE NATIONAL CONFERENCE FOR
COMMUNITY AND JUSTICE OF THE
PIEDMONT TRIAD, INC.
713 NORTH GREENE STREET
GREENSBORO, NC 27401

YWCA CENTRAL ALABAMA
309 NORTH 23RD STREET
BIRMINGHAM, AL 35203

NATIONAL CONFERENCE FOR COMMUNITY AND JUSTICE OF
METROPOLITAN ST. LOUIS
8420 DELMAR BLVD SUITE 500
SAINT LOUIS, MO 63124

A handwritten signature in cursive script, reading "Katherine Califa", is written over a horizontal line.

Katherine Califa
Foley & Lardner LLP